

## AGREEMENT

THIS AGREEMENT made and entered into this 10th day of January, 1942, by and between (b) (6) party of the first part, hereinafter called (b) (6), and RICHFIELD OIL CORPORATION, a Delaware corporation, party of the second part, hereinafter called "Richfield",

### WITNESSETH: That

WHEREAS, (b) (6) is the owner in fee simple of Lots 9, 10, and 11, Supplemental Flat of Bay View Garden Tracts, Kitsap County, Washington, and by virtue of lease from the State of Washington, owns certain rights in and to the harbor area located northwest of said lots and situated north of and abutting upon Lots 6 and 7, Section 11, Township 24 North, Range 1 East, W.M., between the easterly line of waterway No. 4, and a line running across the harbor area to the outer harbor line and at right angles thereto from an intersection with the west line of Lot 15, Bay View Garden Tracts, (which said west line is now the west line of Lot 11, Supplemental Flat of Bay View Gardens Tracts) with the inner harbor line; and

WHEREAS (b) (6) owns a right of way over and across a strip of land north of and abutting upon said Lot 11, said strip being approximately 15 feet in width at the west end thereof where it abuts upon the east line of the harbor area hereinabove described; and

WHEREAS, Richfield desires to purchase Lot 9 and the southerly <sup>Twenty</sup> ~~ten~~ feet of Lot 10, Supplemental Flat of Bay View Garden Tracts, Kitsap County, Washington, and a right-of-way for the purpose of constructing and installing, and maintaining pipe lines over and across the remaining portion of Lot 10 and all of Lot 11 of said Supplemental Flat, and to acquire the right to construct, install and maintain a catwalk or pier and a dock and dolphins in the harbor area covered by the above described lease from the State of Washington, and to run pipe lines from the northerly boundary line of said Lot 11 to the outer end of said pier; and

WHEREAS, by instrument dated the 22nd day of October, 1941, (b) (6) has heretofore granted certain rights to (b) (6)



NOW THEREFORE, in consideration of the execution hereof and the mutual covenants and agreements of the parties hereto, it is agreed as follows:

1. That an escrow shall be opened with the Bremerton Trust and Savings Bank in the City of Bremerton, Washington, with instructions to be agreed upon by the parties hereto.

2. That (b) (6) shall deposit in escrow a warranty deed conveying Lots 9 and the southerly 20 feet of Lot 10, Supplemental Plat of Bay View Garden Tracts, Kitsap County, Washington, and a right of way as hereinabove recited.

3. That (b) (6) hereby grants and sublets to Richfield for a period commencing upon the date of delivery to Richfield of the deed described under paragraph numbered "2" hereinabove, and expiring on the 31st day of October, 1954, that portion of the harbor area described in said lease from the State of Washington to (b) (6) a copy of which is attached hereto marked Exhibit "B" and by this reference made a part hereof, as is necessary for the construction, installation, operation and maintenance of the facilities as hereinabove described, according to plans or drawing attached hereto, marked Exhibit "A", and by this reference made a part hereof.

It is the intention of the parties hereto that (b) (6) shall secure unto Richfield the right to use said harbor area as aforesaid during the term of (b) (6) lease from the State of Washington, and extension or renewal thereof continuing (b) (6) tenancy until October 31st, 1954. The parties hereto covenant and agree that thereafter each party may take a lease directly from the State of Washington to enable each to carry on his respective operations, but should it be that the State of Washington leases the whole of said harbor area to one party or the other because the State of Washington does not wish to make two leases, or for any other reason except the default of such party, the party acquiring such lease on the whole harbor area shall sublease to the other that portion of said harbor area which is used by that party for proportionate share of the total rental under such lease, according to the shore area necessary for each party's investment.

The purpose of this agreement is to insure the cooperation of both parties and insure the capital investment of each.

4. That Richfield shall have the right to enter upon said harbor area, drive piling, construct a catwalk or pier, a dock and dolphins and to construct and install pipe lines under, over or across the same, all at Richfield's sole cost and expense, it being understood that the right to grant this privilege to Richfield has been reserved by Hansen under the terms and conditions of agreement dated the 22nd day of October, 1941, between (b) (6) Seller, and (b) (6) Buyer, which said agreement is attached hereto, marked Exhibit "C", and by this reference made a part hereof; and that in the exercise of the rights and privileges granted to Richfield hereunder, Richfield shall not unreasonably interfere with the conduct of the business of the said (b) (6)

5. That Richfield shall deposit its check in escrow, to be delivered to (b) (6) upon the satisfaction of all conditions contained in the escrow instructions to be agreed upon.

6. That Richfield does not object to (b) (6) his assigns and licensees, constructing or operating and maintaining catwalks, floats and small craft moorings under or adjacent to the pier or catwalk to be constructed by Richfield as aforesaid, upon



condition, however, that no craft shall be moored at the dolphins or dock at which tank vessels will be moored, or within a distance of 55 feet therefrom measured from the outer face of said dock or dolphins, and Hansen, for himself, his assigns and lessees, hereby agrees that no craft shall be moored within said distance. It is understood, however, that the catwalk or the walk of ingress and egress to and from said small craft moorings may run directly under the pier or other structure built by Richfield, but that each shall be independent of the other, and that neither Richfield's facilities nor the facilities of (b) (6) his assigns or lessees, shall have structural relation to the other, except as hereinafter provided with respect to pipe lines. Richfield grants to (b) (6) his assigns and lessees, the right to install a pipe line along Richfield's pier, provided the same is used by a major oil company or a party satisfactory to Richfield, and upon condition that Richfield shall be reimbursed for a proportionate part of the cost of the pier, catwalk, dock and dolphins so installed and constructed by Richfield, and upon further condition that each party using said facilities for pipe line purposes shall bear the cost of maintaining his own pipe line and his proportionate share of the maintenance of the pier, catwalk, dolphins and dock. It is the intention of the parties hereto that all parties using said pier, catwalk, dolphins and dock shall bear equally the cost of their construction and maintenance. Should there be one party using said facilities in addition to Richfield, that party shall pay Richfield one-half the cost of such installation. Should there be two parties in addition to Richfield, reimbursement shall be effected so that each shall bear one-third of such cost. It is further understood and agreed that the right to use said pier, catwalk, docks and dolphins for pipe line purposes is limited to two parties in addition to Richfield, unless Richfield shall first give its consent in writing.

7. That is contemplated by the parties hereto that the construction of said pier, catwalk, dock and dolphins will be located, constructed and installed in accordance with the attached Exhibit 'A'. That said pier and catwalk, the piling and dolphins may extend into the harbor area a sufficient distance to adequately carry on the business of Richfield, but so as not to be inconsistent with either the lease between the State of Washington and (b) (6) or the agreement between (b) (6) and (b) (6) being Exhibits 'B' and 'C' respectively. It is further contemplated by the parties hereto that the pipe line to be constructed by Richfield shall cross the northerly sixty feet of Lot 10, cross from south to north over Lot 11, and enter the area immediately adjacent to and lying east of the harbor area hereby let; thence westerly over said area to the harbor area hereby let, continuing westerly to a point directly south of the pier and dock to be constructed by Richfield; thence northerly across said pier to the dock.

8. That Richfield shall have the right to use the present roadway from the north end of Thompson Drive (Barn Stroll), to the proposed pier, and shall have the right of ingress and egress over present facilities for the use and maintenance of said pier.

9. That, should (b) (6) default in his lease or leases with the State of Washington, either by himself or through others, that Richfield shall have the right, but not the obligation, to remedy such default and charge the same to (b) (6) or his assigns. That the rights hereby created are in addition to the rights conveyed by the above described deed, and are part of the consideration for the purchase price, and Richfield shall not be required to pay rental to (b) (6) therefor. It is further understood and agreed that (b) (6) has no objection to Richfield's leasing from the State of Washington, as hereinabove provided, and that Richfield has no objection to (b) (6) existing leases or renewals thereof.

10. That (b) (6) and Richfield, for themselves, their successors and assigns, hereby covenant and agree to hold the other free and harmless from any and all loss, causes of action or damage arising out of their respective operations.

11. That in the event it is necessary for (b) (6) to secure any additional leases or agreements, either from the State of Washington or other governmental bodies, or from persons, firms or corporations to enable (b) (6) to convey the property described in said deed and grant the foregoing rights to Richfield, such agreements shall be attached hereto and made a part hereof. It is understood, however, that (b) (6) may secure the same directly for Richfield.

12. That this agreement shall inure to the benefit of the successors and assigns of both parties hereto.

13. That this agreement shall not be binding upon either party until approval by the State of Washington is endorsed hereon.

14. That this agreement shall terminate in the event purchase as aforesaid by Richfield is not concluded within the time limited by the encrow instructions.

IN WITNESS WHEREOF, the parties hereto have executed this agreement  
the day and year first above written.

(b) (6)

RICHFIELD OIL CORPORATION

By: E. H. Simpson

The foregoing is hereby approved by the Land Commissioner of the  
State of Washington.

JACK TAYLOR  
Commissioner of Public Lands

By: Frank Yates  
Frank Yates, (S)  
Assistant Commissioner



State of Washington )  
County of Kitsap ) ss

I, Marion Garland Jr., a Notary Public  
in and for the State of Washington, do hereby certify that on this 12  
day of Feb., 1942, personally appeared before me (b) (6)  
to me known to be the individual described in and who executed the within  
instrument and acknowledged that he signed and sealed the same as his free  
and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 12 day of  
Feb., 1942.

Marion Garland Jr.  
Notary Public in and for the State of Wash-  
ington, residing at

State of Washington )  
County of King ) ss

I, Roy M. Young, a Notary Public in  
and for the State of Washington do hereby certify that on this 13<sup>th</sup> day of  
January, 1942, personally appeared before me E. KIRBY, known to  
me to be the person who executed the within instrument and who is authorized  
to execute said instrument for and on behalf of Richfield Oil Corporation,  
and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my  
official seal the day and year in this certificate first above written.

Roy M. Young  
Notary Public in and for the State of Wash-  
ington, residing at Seattle



LEASE AND BOND OF HARBOR AREAS

STATE OF WASHINGTON, COUNTY OF THURSTON, ss

THIS INDENTURE, made this 1st day of November, A.D. 1934, by and between the State of Washington, party of the first part, lessor, and (b) (6) party of the second part, lessee.

WITNESSETH, That the State of Washington, lessor, does hereby lease, demise and let unto said party of the second part, the following described property situate in said State, County of Kitsap, and being that part of the harbor area in front of the following described property, to wit: Part of Lots 6 and 7, Section 11, Township 24 North, Range 1 East W.M., and more particularly described as follows:

The harbor area lying in front of parts of Lots 6 and 7, Section 11, Township 24 North, Range 1 East W.M., between the easterly line of waterway No. 4 and a line running across the harbor area to the outer harbor line and at right angles thereto from an intersection with the west line of Lot 15, Bay View Garden Tracts with the inner harbor line, as shown on the official map of the Bremerton Tide Lands on file in the office of the Commissioner of Public Lands at Olympia, Washington.

Annual rental, \$12.00 - first period  
Payable November 1st - annually  
Application No. 1074

TO HAVE AND TO HOLD for the term of ten (10) years from the date of this instrument, for the purposes of building and maintaining upon the above described harbor area, wharves, docks and other structures for the convenience of navigation and commerce, as may be determined by legislative enactment or by rule of the Commissioner of Public Lands.

This indenture is executed in consideration of the covenants and stipulations herein contained, and of the payment annually in advance of rental in the amount of six (6%) percent of the true value, in money, of the harbor area (exclusive of improvements) as fixed by the assessor of Kitsap County in accordance with the provisions of Sec. 5, Chap. 171 of the Laws of 1923 as follows:

"The assessor shall thereupon in accordance with section 11121 of Washington's Compiled Statutes determine the true and fair value in money of such harbor area (exclusive of the improvements thereon) as of March 1st, preceding the date of the filing of such application and certify the same to the commissioner. Such value shall be the basis of rental until the assessor's next valuation as herein provided. The assessor shall thereafter in every even numbered year as of March 1st place a valuation on such harbor area (exclusive of improvements) in accordance with said section 11121, Washington's Compiled Statutes, and certify the same to the commissioner and such valuation shall be the basis of rental for the two year period following such valuation."

The State of Washington shall have the right to regulate either under rules established by the Commissioner of Public Lands or by legislative enactment, or by both methods, the rates of wharfage, dockage and other tolls, to be imposed by the lessee upon commerce for any of the purposes for which said leased harbor area may be used, and to change such regulations and rates from time to time, and the right to prevent by such means and in such manner as it may adopt, extortion, discrimination, unequal or exclusive privileges, and to cancel this lease for the violation of any law, rule, regulation or order governing the same.



The State of Washington shall have the power by the Commissioner of Public Lands to cancel this lease upon a breach of any of its conditions by the lessee or for the failure or refusal of the said lessee to erect, within a reasonable time hereafter, and continuously to operate and maintain in and upon the above described harbor area the wharves, buildings or other structures described and represented in the exhibits of improvements proposed to be erected therein by said lessee, which have heretofore been filed with the Commissioner of Public Lands, or as altered with the consent and approval of said Commissioner entered upon his records.

The State of Washington reserves unto itself, port district, county, city or other public agency in the territory where the portion of the harbor area described in this lease is located, the right to assume and thereafter hold this lease upon acquisition of the tidelands contiguous thereto and fronting thereon, without any value for said lease except for improvements thereon: Provided, That this covenant shall not be held to apply to any cancellation of this lease ordered by the Commissioner of Public Lands on account of fraud or breach of any of the covenants of this lease, or a failure to file and keep therewith a good and sufficient bond as provided by law, but in such case the improvements upon the said leased area shall become the property of the State.

The lessee shall not make or suffer to be made any artificial filling in of said leased area or any deposit of rock, earth, ballast, refuse, garbage or other matter within such area, except as provided by law or as approved in writing by the Commissioner of Public Lands.

If the said lessee shall fail to pay to the State the rental hereinbefore provided on the date when the same is due, or within sixty days thereafter, the commissioner of Public Lands may declare this lease voided and all rights or claims of the said lessee under this lease in and to the said area or in or to any improvement therein or thereon, shall immediately thereupon vest in the State of Washington.

The lessee herein shall not sublet the whole or any part of said leased area except upon the written permission of the Commissioner of Public Lands.

All the conditions and covenants set forth in this indenture are declared to be of the essence of the contract, and a breach of any one is a breach of the whole.

Executed in duplicate this day and year above written.

THE STATE OF WASHINGTON

By "A.C. Martin"

Commissioner of Public Lands.

Witness to lessee's signature

(b) (6)

(b) (6)

P.O. Address Box 743,  
Bremerton, Washington.



State of Washington )  
County of Kitsap ) ss

We, (b) (6) of Bremerton, as principal, and we (b) (6) and (b) (6) as sureties, all of the State of Washington, County of Kitsap, do confess ourselves indebted to the State of Washington in the penal sum of FIVE HUNDRED (\$500.00) DOLLARS, and to the payment of which are held and firmly bound, and do by these presents bind ourselves, our and each of our heirs, executors, administrators or assigns, jointly and severally, firmly by these presents.

Sealed with our seals this 10th day of November, A.D. 1934.

The condition of the above obligation is such that WHEREAS, the principal in the foregoing bond did enter into a certain lease and contract with the State of Washington (which is hereby attached and made part of this instrument, and all the conditions of which are written into and made part of this instrument) and whereby the above bounden principal has leased from the State of Washington the part, lot or parcel of property described in said hereto attached lease and contract upon all the conditions set up in said lease and contract.

Now therefore, if the said above named lessee, the principal herein, shall well and truly perform all the conditions set up and prescribed in the said lease and contract hereto attached, in all and every part thereof, then this bond shall be considered satisfied and discharged; otherwise it shall have full force and effect.

Signed with our hands and sealed with our seals, this day and year first above written.

(b) (6) (Seal)  
(Seal)  
(Seal)

The foregoing bond and the sureties thereon approved this 15th day of November, 1934.

State of Washington )  
County of Kitsap ) ss

(b) (6) and (b) (6) being first duly sworn, each for himself, and not one for the other, deposes and says: That he is a citizen of the State of Washington and is not barred by any statute of said State from executing bonds or becoming a surety; that he is one of the persons named in and who executed the foregoing obligation as surety, and that the same is his free and voluntary act and deed for the uses and purposes therein mentioned; that he is worth the sum of \$500.00 over and above all his just debts and liabilities, in separate property situated in said State, and not except from sale on execution.

(b) (6)

Subscribed and sworn to before me this 10th day of November, A.D. 1934.

"Fred W. Krause"  
Notary Public in and for the State  
of Washington, residing at Bremerton.

**AGREEMENT**

KNOW ALL MEN BY THESE PRESENTS:

That (b) (6) hereinafter called the Seller, does hereby sell, and (b) (6) hereinafter called the Buyer, does hereby buy the following described property to wit:

All that personal property now located at the north end of Thompson Avenue known as Anderson's Cove, Bremerton, Washington, the inventory of which is hereto attached and marked Exhibit "A", together with the good will of the business now known as the Bremerton Marine Service, together with all contracts that the Bremerton Marine Service now has for the supply of gasoline, electricity, water, etc.,

for a purchase price of Twelve Hundred Fifty and no/100 Dollars (\$1250.00) in cash.

The Seller hereby agrees and hereby does give and sell unto the purchaser, the right to use the present driveway as an approach for ingress and egress to the buyer's place of business heretofore described, it being agreed and understood that the seller is not obligated to keep the road in repair, but that the road shall be kept in repair by the purchaser. The purchaser agrees to get her own water meters and to put in her own pipe lines as soon as the City of Bremerton can arrange for this service and until such time the Seller agrees to allow the purchaser to use the present lines, and purchaser to pay for the proportionate amount of water that she uses. This sale and agreement does not take from the seller the right to use the property and water front upon which the property and business above described is now situated, so long as he does not unduly interfere with the business as it is now located. Seller shall have the privilege to construct a new landing on the northwest corner and to make such approaches to the landing as is necessary, and any other constructions, catwalks and pilings, and to conduct other businesses on the unused portions of the premises. Seller shall have the right to run pipe lines, electric lines and other lines over the catwalk.

IT IS AGREED AND UNDERSTOOD that anyone using the additional floats or services constructed by the seller shall have the right to go over the property on which is conducted the business of the purchaser, so long as the same is done in a reasonable manner.



This agreement is to be a bill of sale and a receipt for the payment of the property heretofore described and hereto attached and referred to as Exhibit "A".

The purchaser is to have the right to use the premises upon which the business and goods specified in Exhibit "A" are now situated, for a period of fourteen years, provided that should the seller, for any reason beyond his control, be unable to give possession to the purchaser for that length of time, the only redress of the purchaser to the seller or to anyone else shall be the repayment to the purchaser of the proportion of the purchase price unused, considering that the purchase price is to cover a fourteen-year period. In other words, should the possession terminate at the end of seven years, one-half of the purchase price would be returned to the purchaser as liquidated damages and as all redress that the purchaser might have.

IT IS AGREED AND UNDERSTOOD that at the end of the fourteen years, the seller should he still have the right to do so, will negotiate for an agreement with the purchaser for an extension of the period which the buyer may use the described premises.

IT IS AGREED AND UNDERSTOOD that the purchaser is to conduct no illegal business and that this sale is for the purpose of the purchaser's conducting a Marine Service business and any other business incidental thereto, but she shall not have the right to lease, sublet or assign any portion of the property she is now given the permission to occupy because of this agreement, nor is she allowed or given the permission to sell this business if the same is to be conducted upon the property it now occupies.

IT IS AGREED AND UNDERSTOOD that should the purchaser of the business still occupy the premises upon which the business is now situated four years from the date of the signing of this agreement, she shall pay a sum agreed upon to the seller, which in no event shall be greater than \$24.00 per year, unless the seller himself is required to pay more than \$24.00 per year for the premises; and if the seller is so required to pay more than \$24.00 a year, the purchaser, in no event shall be required to pay more than the seller himself must pay.

IT IS AGREED AND UNDERSTOOD that the only recourse against the seller shall be the right for the purchaser to remove her property she hereby has

purchased and to be excused from her liability for any yearly payments that may fall due from the day that she leaves possession, and should she ever surrender possession, she shall not be entitled to resume possession, except with the written permission of the seller.

IT IS AGREED AND UNDERSTOOD that should the purchaser violate any of the terms of this agreement, the seller may, at his option, require the purchaser to remove her personal property and the property hereby conveyed from the premises and the premises shall revert to the seller.

EXECUTED in triplicate this \_\_\_\_\_ day of October, 1941.

(b) (6)

APPROVED by the Land Commissioner of the State of Washington with regard to State Lease No. 1044.

JACK TAYLOR  
Commissioner of Public Lands

By: Frank Yates  
Frank Yates,  
Assistant Commissioner

State of Washington )  
County of Kitsap ) ss

I, the undersigned, a Notary Public in and for the State of Washington, residing at Everett, Washington, do hereby certify that on this 22nd day of October, 1941, personally appeared before me (b) (6) to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he signed and sealed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year last above written.

" Lucile E. Doty"  
Notary Public in and for the State of  
Washington, residing at Everett, Washington.



This inventory list is made a part of and must not be detached from this  
certain contract, being referred to therein as Exhibit "A":

- 1 Dwelling now situated on herein described property
- 1 Shop building now situated on herein described property
- Pipe lines
- Electric wiring
- 1 Gas Pump manual
- 1 Gas Pump power
- 1 Gas supply for above mentioned pumps

Also:

Floats	}	as now situated on herein described property
Rafts		
Catwalks		



Richfield Oil Corporation,  
P. O. Box 1825  
Seattle, Washington

Gentlemen:

By agreement dated the \_\_\_\_\_ day of October, 1941, acknowledged by (b) (6) on the 22nd day of October, 1941, the undersigned acquired certain rights in and to the harbor area described in Lease and Bond of Harbor Area dated November 1, 1934, between the State of Washington, as lessor, and (b) (6) as lessee.

Among other things, Mr. (b) (6) has reserved the right to enter into an agreement such as that now being entered into between himself and Richfield Oil Corporation covering the construction, installation and maintenance of a pier, catwalk, dock and dolphins and pipe lines over and across said harbor area.

As an inducement to Richfield Oil Corporation, and in consideration of the execution by Richfield Oil Corporation of an agreement with Mr. (b) (6) and the purchase from (b) (6) of certain real property, the undersigned does hereby consent to the execution between Richfield Oil Corporation and (b) (6) of agreement dated the 10th day of January, 1942, and does hereby agree that the undersigned shall not interfere with the rights and privileges thereby granted to Richfield Oil Corporation, and Richfield Oil Corporation's business pursuant thereto.

Yours very truly,

(b) (6)

Dated this 12 day of January, 1942.

State of Washington )  
County of Kitsap } ss

I, Marion Sackland Jr., a Notary Public in and for the State of Washington, do hereby certify that on this 12 day of January, 1942, personally appeared before me (b) (6) to me known to be the individual described in and who executed the within instrument and acknowledged that she signed and sealed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 12 day of January, 1942.

Marion Sackland Jr.  
Notary Public in and for the  
State of Washington, residing  
at Bremerton